

1
2
3
4
5
6
7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 Larisa Sabadash, an individual,

11 Plaintiff,

12 v.

13 SARL Brevent, a French limited liability
14 company; Ilya Meliya, an individual;
15 Jean-Francois Blet, an individual;
16 SELARL Jean-François Blet Notaire Et
17 Associés, a French limited liability
18 company; and Does 1-9, inclusive

19 Defendants.

20 AND RELATED COUNTER-CLAIMS

Case No. 2:23-cv-06265-FLA-KS

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: March 24, 2023
FAC Filed: September 7, 2023
Trial Date: August 11, 2025

21 1. A. PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,
23 proprietary or private information for which special protection from public disclosure
24 and from use for any purpose other than pursuing this litigation may be warranted.
25 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
26 Stipulated Protective Order. The parties acknowledge that this Order does not confer
27 blanket protections on all disclosures or responses to discovery and that the protection
28 it affords from public disclosure and use extends only to the limited information or items

1 that are entitled to confidential treatment under the applicable legal principles. The
2 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
3 Protective Order does not entitle them to file confidential information under seal; Civil
4 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
5 will be applied when a party seeks permission from the court to file material under seal.

6 B. GOOD CAUSE STATEMENT

7 Specially Appearing Jean-François Blet (“Blet”) and Plaintiff Larisa Sabadash
8 (“Plaintiff”) disputed whether Blet was required to provide documents which were
9 protected under *inter alia*, French Professional Secrecy Law. Blet and Plaintiff
10 submitted their positions to the Honorable Magistrate Judge Karen L. Stevenson
11 following an informal discovery conference (the “IDC”). In addition to the IDC, Blet
12 submitted his initial position (Dkt. 139), Plaintiff submitted her opposition (Dkt. 142)
13 and Blet submitted a reply (Dkt. 143). Ultimately, the Judge Stevenson ruled that the
14 documents should be disclosed but “encourage[d] the parties to present a proposed
15 Stipulated Protective Order for the Court’s consideration.” Dkt. 150 at 9. This
16 Stipulated Protected Order is the result of the parties’ consideration of that Order after
17 meet and confer efforts.

18 The discovery requests at issue and anticipated deposition testimony involve
19 documentation and information that Blet claims are subject to a number of French laws
20 relating to his obligations as a notary, for which special protection from public
21 disclosure and from use for any purpose other than prosecution of this action is
22 warranted. Such confidential and proprietary materials and information consist of,
23 among other things, confidential business or financial information, information
24 regarding confidential business practices, or other confidential research, development,
25 or commercial information (including information implicating privacy rights of third
26 parties), information otherwise generally unavailable to the public, or which may be
27 privileged or otherwise protected from disclosure under French law, as well as state or
28 federal statutes, court rules, case decisions, or common law. Accordingly, to expedite

1 the flow of information, to facilitate the prompt resolution of disputes over
2 confidentiality of discovery materials, to adequately protect information the parties are
3 entitled to keep confidential, to ensure that the parties are permitted reasonable
4 necessary uses of such material in preparation for and in the conduct of trial, to address
5 their handling at the end of the litigation, and serve the ends of justice, a protective order
6 for such information is justified in this matter. It is the intent of the parties that
7 information will not be designated as confidential for tactical reasons and that nothing
8 be so designated without a good faith belief that it has been maintained in a confidential,
9 non-public manner, and there is good cause why it should not be part of the public
10 record of this case.

11 2. DEFINITIONS

12 2.1. Action: this pending federal lawsuit

13 2.2. Challenging Party: a Party or Non-Party that challenges the designation of
14 information or items under this Order.

15 2.3. “CONFIDENTIAL” Information or Items: information (regardless of how it is
16 generated, stored or maintained) or tangible things that qualify for protection
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the
18 Good Cause Statement, and in this case in particular relating to the French
19 Professional Secrecy laws.

20 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as their
21 support staff) in this Action.

22 2.5. Designating Party: a Party or Non-Party that designates information or items
23 that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

25 2.6. Disclosure or Discovery Material: all items or information, regardless of the
26 medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are
28 produced or generated in disclosures or responses to discovery.

1 2.7.Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to
3 serve as an expert witness or as a consultant in this Action.

4 2.8.House Counsel: attorneys who are employees of a party to this Action. House
5 Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9.Non-Party: any natural person, partnership, corporation, association or other
8 legal entity not named as a Party to this action.

9 2.10. Outside Counsel of Record: attorneys who are not employees of a party
10 to this Action but are retained to represent a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm
12 that has appeared on behalf of that party, and includes support staff.

13 2.11. Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and
15 their support staffs).

16 2.12. Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action, or a Party who testifies about Disclosure or
18 Discovery Material.

19 2.13. Professional Vendors: persons or entities that provide litigation support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or
22 medium) and their employees and subcontractors.

23 2.14. Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL.”

25 2.15. Receiving Party: a Party that receives Disclosure or Discovery Material
26 from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial
8 judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after final disposition of this litigation, the confidentiality obligations
11 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
12 in writing or a court order otherwise directs. Final disposition shall be deemed to be
13 the later of (1) dismissal of all claims and defenses in this Action, with or without
14 prejudice; and (2) final judgment herein after the completion and exhaustion of all
15 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
16 for filing any motions or applications for extension of time pursuant to applicable law.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1. Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection under this
20 Order must take care to limit any such designation to specific material that qualifies
21 under the appropriate standards. The Designating Party must designate for protection
22 only those parts of material, documents, items or oral or written communications that
23 qualify so that other portions of the material, documents, items or communications for
24 which protection is not warranted are not swept unjustifiably within the ambit of this
25 Order. The primary purpose of this Order is to protect documents that Blet claims that
26 he cannot disclose pursuant to French Professional Secrecy laws, but which were
27 ordered discoverable in this Action.
28

1 Mass, indiscriminate or routinized designations are prohibited. Designations that
2 are shown to be clearly unjustified or that have been made for an improper purpose
3 (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating Party
5 to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this
10 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
11 or ordered, Disclosure or Discovery Material that qualifies for protection under this
12 Order must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions or other pretrial or trial
16 proceedings), that the Producing Party affix at a minimum, the legend
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
18 contains protected material. If only a portion of the material on a page qualifies for
19 protection, the Producing Party also must clearly identify the protected portion(s)
20 (e.g., by making appropriate markings in the margins).

21 (b) for testimony given in depositions that the Designating Party
22 identifies the Disclosure or Discovery Material within 30 days of receipt of the
23 transcript.

24 (c) for information produced in some form other than documentary and
25 for any other tangible items, that the Producing Party affix in a prominent place on the
26 exterior of the container or containers in which the information is stored the legend
27 "CONFIDENTIAL." If only a portion or portions of the information warrants
28

1 protection, the Producing Party, to the extent practicable, shall identify the protected
2 portion(s).

3 5.2. Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive the
5 Designating Party's right to secure protection under this Order for such material.
6 Upon timely correction of a designation, the Receiving Party must make reasonable
7 efforts to assure that the material is treated in accordance with the provisions of this
8 Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time that is consistent with the Court's
12 Scheduling Order.

13 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
14 resolution process under Local Rule 37-1 et seq.

15 6.3. The burden of persuasion in any such challenge proceeding shall be on
16 the Designating Party. Frivolous challenges, and those made for an improper purpose
17 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
18 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
19 withdrawn the confidentiality designation, all parties shall continue to afford the
20 material in question the level of protection to which it is entitled under the Producing
21 Party's designation until the Court rules on the challenge.

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1. Basic Principles. A Receiving Party may use Protected Material that is
24 disclosed or produced by another Party or by a Non-Party in connection with this
25 Action only for prosecuting, defending or attempting to settle this Action. Such
26 Protected Material may be disclosed only to the categories of persons and under the
27 conditions described in this Order. When the Action has been terminated, a Receiving
28 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
7 only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
9 well as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A) [TO BE NEGOTIATED
16 AND PREPARED BY PARTIES AND ATTACHED TO STIPULATION AND
17 PROPOSED ORDER];

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information; and for
25 information which Blet claims is subject to French Professional Secrecy Law, only
26 after the author or recipient is advised that Blet objected to production of the
27 document or disclosure of the information on the basis of the French Professional
28 Secrecy Law but was ordered to do so by the Court;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediators or settlement officers and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation or another jurisdiction that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The

1 Designating Party shall bear the burden and expense of seeking protection in that court
2 of its confidential material and nothing in these provisions should be construed as
3 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
4 from another court.

5 The Parties to this Action expressly agree that they will not disclose to any entity
6 or person without a lawful court order that Protected Material has been produced or
7 disclosed in this Action, except as allowed by this Protective Order.

8 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
9 IN THIS LITIGATION

10 (a) The terms of this Order are applicable to information produced by a
11 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
12 produced by Non-Parties in connection with this litigation is protected by the
13 remedies and relief provided by this Order. Nothing in these provisions should be
14 construed as prohibiting a Non-Party from seeking additional protections.

15 (b) In the event that a Party is required, by a valid discovery request, to
16 produce a Non-Party's confidential information in its possession, and the Party is
17 subject to an agreement with the Non-Party not to produce the Non-Party's
18 confidential information, then the Party shall:

19 (1) promptly notify in writing the Requesting Party and the Non-
20 Party that some or all of the information requested is subject to a confidentiality
21 agreement with a Non-Party;

22 (2) promptly provide the Non-Party with a copy of the Stipulated
23 Protective Order in this Action, the relevant discovery request(s), and a reasonably
24 specific description of the information requested; and

25 (3) make the information requested available for inspection by the
26 Non-Party, if requested.

27 (c) If the Non-Party fails to seek a protective order from this court within
28 14 days of receiving the notice and accompanying information, the Receiving Party

1 may produce the Non-Party's confidential information responsive to the discovery
2 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
3 produce any information in its possession or control that is subject to the
4 confidentiality agreement with the Non-Party before a determination by the court.
5 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
6 of seeking protection in this court of its Protected Material.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
9 Protected Material to any person or in any circumstance not authorized under this
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
11 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
12 all unauthorized copies of the Protected Material, (c) inform the person or persons to
13 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
14 such person or persons to execute the "Acknowledgment an Agreement to Be Bound"
15 attached hereto as Exhibit A.

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
17 PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other protection,
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
22 may be established in an e-discovery order that provides for production without prior
23 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
24 parties reach an agreement on the effect of disclosure of a communication or
25 information covered by the attorney-client privilege or work product protection, the
26 parties may incorporate their agreement in the stipulated protective order submitted to
27 the court.
28

12. MISCELLANEOUS

12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3. Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 6, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an

1 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
2 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
3 work product, and consultant and expert work product, even if such materials contain
4 Protected Material. Any such archival copies that contain or constitute Protected
5 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

6 14. VIOLATION

7 Any violation of this Order may be punished by appropriate measures including,
8 without limitation, contempt proceedings and/or monetary sanctions.

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10
11 DATED: March 3, 2025

/s/ Michael Zorkin

Attorneys for Plaintiff LARISA SABADASH

12
13
14 DATED: March 3, 2025

/s/ Pamela L. Schultz

Attorneys for Specially Appearing Defendant
JEAN FRANÇOIS BLET

15
16
17
18 DATED: March 3, 2025

/s/ Robert D. Infelise

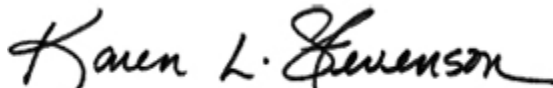
Attorneys for Defendants SARL BREVENT
and ILYA MELIYA

19
20 I, Pamela L. Schultz, am the ECF user under whose login and password this
21 Stipulated Protective Order is being filed. I attest that Michael Zorkin and Robert D.
Infelise have concurred in its content and have authorized its filing.

22 /s/ Pamela L. Schultz

23
24
25 FOR GOOD CAUSE SHOWN, **IT IS SO ORDERED.**

26 DATED: March 4, 2025

27 

28 HON. KAREN L. STEVENSON
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on [date] in the
case of _____ **[insert formal name of the case and the number and initials
assigned to it by the court]**. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____